



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction / Background / Evidence / Analysis

In response to a direct request application by the landlord, a previous decision was issued in relation to this particular tenancy by date of March 10, 2014. Pursuant to the decision an order of possession was issued in favour of the landlord. As well, a monetary order was issued in favour of the landlord in the amount of \$2,572.00, which included unpaid rent up to February 28, 2014.

The present hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony. The tenant did not appear.

The landlord's agent testified that the application for dispute resolution and notice of hearing (the "hearing package") was sent to the tenant by way of Xpresspost. Evidence submitted by the landlord includes the tracking number for the Xpresspost, and the Canada Post website informs that "recipient not located at address provided. Item being returned to sender."

The landlord's agent testified that the tenant provided his forwarding address at the end of tenancy, and that this was the address used for service of the hearing package. However, I find that the tenant's forwarding address as written on the move-out condition inspection report appears to be slightly different from the address used by the landlord for service of the hearing package. Specifically, while the unit number is the same, the street address is different by one digit. In the result, I find that for this reason the tenant has not been served, and the landlord's application must therefore be dismissed with leave to reapply.

Conclusion

The landlord's application is hereby dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 29, 2014

Residential Tenancy Branch

